

Local Exchange Carrier Tariff

Tariff Schedules
Applicable to
Intrastate
Local Exchange Telephone Services
of
CHANNEL ISLANDS TELEPHONE COMPANY
(U-7068-C)

Local Exchange Carrier Tariff

TARIFF CHECKING SHEET

Current sheets in this tariff schedule are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	31	Original
1	Original	32	Original
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3	Original	34	Original
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8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
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12	Original	43	Original
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18	Original	49	Original
19	Original	50	Original
20	Original	51	Original
21	Original	52	Original
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29	Original	60	Original
30	Original		

Channel Islands Telephone Company (U-7068-C)
3802 Rosecrans Street
San Diego, California 92110

Schedule Cal. P.U.C. CLC 1-T
Original Cal. P.U.C. Sheet No. 2

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TARIFF CHECKING SHEET (Cont'd)

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
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PRELIMINARY STATEMENT

Channel Islands Telephone Company (the "Company") has been granted authority by the California Public Utilities Commission ("Commission") to provide, and, to the extent specified herein, this tariff governs the Company's provision of, local exchange services to and within San Miguel Island, Santa Rosa Island, Santa Barbara Island, Anacapa Island, and Santa Cruz Island, California.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition that may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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SERVICE AREA MAP

The Company provides local exchange service on San Miguel Island, Santa Rosa Island, Santa Barbara Island, Anacapa Island, and Santa Cruz Island. The Company's local exchange service area comprises the entirety of these islands, which are depicted on the map below.



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RULES

Rule 1 – Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contracts for intrastate service.

Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Commission: The term "Commission" means the Public Utilities Commission of the State of California.

Company: The term "Company" or "Utility" means Channel Islands Telephone Company.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

End User. The term "End User" means any individual, corporation, partnership, association, or other person or entity, including entities that are affiliated with the Company as well as unaffiliated entities, and including, without limitation, enhanced service providers, information service providers, chat line and conference calling providers, call centers, gateway providers, and users of business or residence telephone services, that sends or receives communications in whole or in part, directly or indirectly, over the Company's Network, irrespective of whether such person or entity is a subscriber to the Company's services. (References herein to End Users served by the Company include all such End Users, whether they are served by the Company for compensation or not, and includes divisions and affiliates of the Company.)

Extended Area. The term "Extended Area" means the area comprising the portions of San Miguel Island, Santa Rosa Island, Santa Barbara Island, Anacapa Island, and Santa Cruz Island that are outside the Local Calling Area.

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RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Interexchange carrier: The term "interexchange carrier" means a provider of telecommunications service between local calling areas.

Local Calling Area: The term "local calling area" means the area within a 12-mile radius of the Santa Rosa Island Rate Center.

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Non-Published or Unlisted Service: The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

Santa Rosa Island Rate Center: The Santa Rosa Island Rate Center means the geographic location that, based on the United States telecommunications V&H (vertical and horizontal) Coordinate System, has the following V&H coordinates: V: 9276; H: 8254

Subscriber: The term "Subscriber" or "customer" means the firm, company, corporation, or other entity that obtains service governed by this tariff or that is otherwise responsible for the payment of charges and compliance with the Company's regulations pursuant to this tariff.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 2 – Description of Service

- A. The Company provides local exchange telephone services between points within the area comprising San Miguel Island, Santa Rosa Island, Santa Barbara Island, Anacapa Island, and Santa Cruz Island, California.

B. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of Pacific Bell Telephone Company.¹ In the event that Subscriber reports a service problem that is determined to be due to one or more causes on Subscriber's side of the point of demarcation, Subscriber shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.

¹ See: Pacific Bell Cal. P.U.C. Schedule No. A2.2.1.20

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 3 – Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. At the time of all initial contacts for service, Applicants will be informed of the basic services available to the class of Subscriber to which the Applicant belongs. During the initial contact, Applicants for residential service will be given information regarding the California Lifeline Telephone Service (“CLTS”) program and its availability. In addition, Applicants will be informed of their right to request blocking of access to 900 and 976 pay-per-call information services. This blocking service shall be made available to residential subscribers free of charge, although the Company may impose a charge if the Subscriber requests deactivation of blocking.
- C. Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Subscriber desires and any other rates or charges that will appear on the Subscriber’s first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered, itemizing all charges that will appear on the customer's bill, and stating all material terms and conditions that could affect what the Subscriber pays for service. The letter will be in the language in which the sale was made.
- D. Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- F. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 4 – Contracts

- A. Deviations from the rates, terms, and conditions for services specified in this tariff are not permitted except by special contract filed and approved by the Commission.
- B. Each such special contract shall contain the following provision: "This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction."

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RULES (Cont'd)

Rule 5 - Special Information Required on Forms

A. Customer Bills

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for telephone service will contain notations concerning the following areas:

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

"If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made 'under protest' to the CPUC or payment arrangements acceptable to the Company should be made pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

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RULES (Cont'd)

Rule 5 - Special Information Required on Forms (Cont'd)

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 6 – Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

or

2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.
- B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

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RULES (Cont'd)

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for. In the event the Applicant or Subscriber requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Subscriber.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
4. Refund or Credit: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.
5. Interest: Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. An Applicant will not be required to pay in advance for usage, except where service is provided under the Company's prepaid service schedule, if any.
2. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

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RULES (Cont'd)

Rule 8 – Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given to a Subscriber or the Commission, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of increases in rates or more restrictive terms and conditions will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. Subscribers will be advised of optional service plans in writing as they become available. Subscribers will be advised of other changes to the rates, terms, or conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

C. Discontinuance of Service (Cont'd)

2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:
 - a. The name and address of the Subscriber.
 - b. The amount that is delinquent.
 - c. The date when payment or arrangements for payment must be made in order to avoid termination.
 - d. The procedure the Subscriber may use to request amortization of the unpaid charges.
 - e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
 - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
 - g. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Subscriber may direct inquiries.
 - h. Basic local service may not be discontinued for failure to pay charges for unregulated services.

D. Change of Ownership or Identity

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

E. Privacy

The Company is restricted from releasing nonpublic customer information in accordance with Public Utilities Code sections 2891, 2891.1, and 2893. The Company will furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

Disclosure of Telephone Numbers During 800, 888 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of 800, 888, and other toll-free numbers, and 900 numbers may result in disclosure of the Subscriber's telephone number to the called party.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

F. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

1. The California Public Utilities Commission identification number or its registration to operate as a telecommunications corporation within California.
2. The address and telephone number of the California Public Utilities Commission to verify its authority to operate.
3. A copy of the Consumer Protection Regulations adopted by the California Public Utilities Commission applicable to local exchange services provided by the Company.
4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

G. Violations

A consumer has the right to bring a complaint against the Company if the Company provides information to the consumer that is allegedly in violation of the Company's tariffs.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. A bill to end user subscribers will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a five-month backbilling period. In the case of toll fraud, the backbilling limitation is eighteen months.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination. If after investigation and review of the bill by a manager of the Company, the dispute is unresolved and the disputed portion of the bill is not paid within 15 days of the due date, the Company will notify the Subscriber in writing:

1. That in lieu of paying the disputed bill the Subscriber may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, the amount claimed by the Company to be due;
2. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. That upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith;
4. That service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review;
5. That failure of the Subscriber to make such a deposit within 7 days after the date upon which the notice was given will warrant discontinuance of service without further notice, provided that service will not be disconnected prior to the date shown on the bill; and,
6. That, if before completion of the PUC's review, additional bills become due that the Subscriber wishes to dispute, the Subscriber also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of service.

The Company will respond to the Consumer Affairs Branch's requests for information within 10 business days.

After the investigation and review are completed by the Company as noted above, if the Subscriber elects not to deposit the amount in dispute with the CAB, such amount becomes dues and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Subscriber that the investigation and review are completed and that such payment must be made or services will be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) In accordance with the provisions of Rule 16.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that acts of the Subscriber are such as to indicate intention to defraud the Company, including, without limitation, providing false credit information and fraudulently placing and receiving calls.
 - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vii) Any violation of the conditions governing the furnishing of service.
 - (viii) Prepaid services automatically terminate at the end of prepaid term unless Subscriber prepays for an additional term.
2. Notwithstanding anything in this tariff to the contrary, basic local service will not be disconnected due to Subscriber's failure to pay charges for any nonbasic services.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

B. Discontinuance by the Company (Cont'd)

3. The Company shall have the right to refuse to provide, or to discontinue, service without advance notice if acts of the Subscriber are such as to indicate intention to defraud the Company, including, without limitation, providing false credit information and fraudulently placing and receiving calls. Otherwise, service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Such notice shall conform to the requirements of Rule 8.C. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.
4. The Company will impose a service discontinuation charge in accordance with its tariff upon discontinuation of service, other than prepaid service, by the Company under this Rule.

C. Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection during regular business hours at the office of the Company's tariff agent, Goodin, MacBride, Squeri, Ritchie & Day, LLP, 505 Sansome Street, Suite 900, San Francisco, California 94111.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Credit allowances for service interruptions will be provided in accordance with Rule 14.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 14 – Limitation of Liability

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section 3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rated charges to the Subscriber for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
5. The Company concurs in the provisions set forth in Pacific Bell Telephone Company's tariff regarding allowances for interruptions for of services furnished solely by the Company, including, without limitation, the allowances shown below:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 14 – Limitation of Liability (Cont'd)

A. Liability of the Company (Cont'd)

6. Subject to section 3 of this rule, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
 - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
7. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.
8. The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.
9. Subject to section 3 of this rule, the Company shall allow a credit for errors in telephone numbers or other information furnished by the Company's directory assistance operators in an amount not in excess of the charge for a call to directory assistance, dialed direct or placed through another Company operator (i.e. "0" operator) as appropriate to the call on which error occurred. For direct dialed calls, the credit will only apply if the Subscriber has exceeded the Subscriber's allowance and incurred a charge.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 15 – Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the PUC include the provisions of the rule set forth in Appendix "B" of that Decision as a part of the rules in the Company's tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

APPENDIX "B"

- "1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- "2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule."
- "3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the customer the utility shall promptly restore such service.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

- "4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- "5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or customer in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or customer may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule."
- "6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the Company in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or customer. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- "7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- "8. The term 'person,' as used herein, includes a customer to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- "9. The term 'communications utility,' as used herein, includes a 'telephone corporation' and a 'telegraph corporation,' as defined in Division 1 of the California Public Utilities Code."

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 16 - Legal Requirements for Refusal or Discontinuance of Service (Continued)

For the information of the Company's Subscribers, the address of the Commission's office is as follows:

Public Utilities Commission
Consumer Affairs Branch
State Building
505 Van Ness Avenue, Rm. 2003
San Francisco, California 94102

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 17 - Change of Service Provider

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company or other carriers, or their agents, of Subscriber authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Such solicitations must conform to Public Utilities Code Section 2889.5. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation of this rule.

B. Unauthorized Service Termination and Transfer

The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 18 - Nonpublished Service; Release of Information

California Public Utilities Commission Decision Nos. 92860 and 93361, in Case No. 10206, required that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A"

Nonpublished Service

- a. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.

- b. Agencies authorized to receive information:

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

- (1) An agency of the federal government which is lawfully authorized to:

Conduct investigations or make arrests for violations of the criminal laws of the United States; or

Prosecute violations of the criminal laws of the United States; or

Enforce civil sanctions which are ancillary to criminal statutes; or

Conduct investigations into matters involving the national security of the United States; or

Protect federal or foreign officials; or

Protect public health and safety; or

Conduct emergency rescue operations.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

b. Agencies authorized to receive information: (cont'd)

- (2) Any public health agency of the State of California or of a city, county, or other local government.
- (3) County or city 911 projects.
- (4) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- (5) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
- (6) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

c. Procedure for release of nonpublished information to authorized agencies.

- (1) A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either:

Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity; or

Health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation; or

Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or

Employees or a county or city 911 project when acting in an official capacity; or

Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

c. Procedure for release of nonpublished information to authorized agencies. (Cont'd)

- (2) Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name, and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
- (3) Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

d. Notification to Customer

- (1) The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.
- (2) When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

d. Notification to Customer (Cont'd)

- (3) If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
- (4) The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
- (5) If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

e. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violate a client's or contact's right of privacy and confidentiality.

f. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in the Company's carrier access tariff schedule as set forth in this tariff or incorporated by reference herein.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 18 - Nonpublished Service; Release of Information (Cont'd)

g. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

h. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 19 - Credit Information and Calling Records; Release of Information

California Public Utilities Commission Decision Nos. 92860 and 93361, in Case No. 10206, require that the Commission include the provisions of the rule set forth in Appendix "B" of those decisions as a part of the rules in the Utility's tariff schedules. Accordingly, the provisions of Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206, are quoted herein, except as modified by Decision Nos. 83-06-066, 83-06-073 and 83-09-061.

APPENDIX "B"

Release of Credit Information and Calling Records

a. Definitions

(1) Credit Information

A customer's credit information is the information contained in the customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published customer information, or customer's name, address, and telephone number as listed in the telephone directory.

(2) Calling Records

Calling records are the records of calls made from a customer's telephone no matter how recorded and regardless of whether such information appears in the customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

b. Release of Customer Credit Information and Calling Records

A customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 19 - Credit Information and Calling Records; Release of Information (Cont'd)

b. Release of Customer Credit Information and Calling Records (cont'd)

- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they then exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.

or

- (3) Upon receiving permission of the customer to release the information.

c. Deferral of Notification

- (1) Notification to the customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the customer of its receipt of the subpoena before divulging the information or records requested.
- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 19 - Credit Information and Calling Records; Release of Information (Cont'd)

d. Exception to Procedure for Release of Credit and Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

e. Retention of Records

Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the customer is notified in writing of the request. A copy of the letter of notification which was sent to the customer shall also be retained for a like period of one year.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 20 – Services for Deaf, Hearing-Impaired, and Disabled Subscribers

1. The Company provides equipment and services to eligible deaf, hearing-impaired and disabled Subscribers. Please contact the Company's business office for details of this program.
2. Customers may access the California Relay Service at no charge by dialing 711. No charges will apply to local calls completed via 711 access; however, regular ZUM Zone 3 and other long distance charges apply after connection by the California Relay Service to the called telephone number. Payphone owners connected to the Company's service are prohibited from charging for 711 access to the California Relay Service and shall post a readily-visible notice advising payphone patrons that there is no charge for 711 calls.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 21 - 911 Emergency Service

End users may access 911 emergency service over the Company's facilities at no charge to Subscribers or end users. Subject to the availability and continuation of such service from any underlying facilities-based carrier, a residential Subscriber whose service is discontinued by the Company under Rule 11 will continue to receive access to 911 service at no charge until such time as service is rendered by another carrier.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 22 - Returned Check Charge

- A. If a check for payment of any deposit, advance, or charge is returned to the Company by the bank, for any reason other than bank error, a Returned Check Charge of \$25.00 will added to the amount due.
- B. If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.
- C. If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued until the Returned Check Charge and other amounts applicable to discontinuance and reestablishment of service are paid.
- D. If a check received for prepaid service is returned prior to the end of a fully paid prepaid term, the prepaid service will automatically terminate at the end of the fully paid term unless the Returned Check Charge and the amount due for renewal of the prepaid service is paid before the end of the fully prepaid term. If a check received for prepaid service is returned after the commencement of the term for which the check was tendered, the service will be discontinued without notice. In the event prepaid service terminates or is discontinued as the result of a returned check, the service must be reestablished as a new service and all charges for establishment of new prepaid service will apply. The Customer will be liable for the amount of the Returned Check Charge, plus any unpaid charges for services rendered (recurring charges will be prorated), irrespective of whether service is re-established.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 23 – Customer Responsibility

1. Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
2. In addition and without limitation, Customer, authorized users, or joint users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.
3. Customer is responsible for the security of all assigned access numbers and authorization codes, and for maintaining the security of its PBX equipment, computers, and other customer premises equipment, and all services furnished to Customer that afford the potential for remote access, dialing, call completion, and similar capabilities, including, but not limited to, Centrex-type DID-to-DOD Call Transfer capability. Customer shall be liable for all misdialed and fraudulent use of toll and other services furnished by Company or interconnected carriers, including without limitation, fraudulent use of such services by unknown third parties using remote access features of Customer's equipment or using dialing applications (including, without limitation, "malware" or similar applications illicitly loaded into the Customer's computer equipment), or using remote access, dialing, call completion, and similar capabilities of services furnished to Customer, including, without limitation, Centrex-type DID-to-DOD Call Transfer capability, and shall be responsible for any and all calls made on its assigned access lines. Lost or stolen cards must be reported immediately. Company reserves the right to change access numbers and authorization codes upon notice to Customer.

Local Exchange Carrier Tariff

RULES (Cont'd)

Rule 24 - Discounts for Qualifying Public Service Agencies

Pursuant to Commission Decision No. 96-10-066, Resolution T-16542, and Resolution T-16742, the Company may provide certain services at discounted rates to qualified public service agencies. The provision of discounted services is contingent on the continued availability to the Company of funding from the California Teleconnect Fund ("CTF"). Eligibility criteria and the identification of services and discounts available under this rule are as specified below.

1. Eligibility for Discounts. Discounted services under this rule will be provided to the following types of public service agencies after presentation of proof of eligibility to the Company in accordance with the Commission's rules governing the CTF discount program: (i) "Qualifying Schools and Libraries" - public or nonprofit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, and libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act (20 U.S.C § 335c, et seq.); (ii) "Qualifying Hospitals and Health Clinics" -- municipal or county government or hospital district owned and operated hospitals and health clinics; (iii) "Qualifying Community Based Organizations" -- organizations described in 26 U.S.C. §§ 501(c)(3) or 501(d) that offer health care, job training, job placement, or educational instruction, and community-based nonprofit organizations that are exempt from taxation under 26 U.S.C § 501(c)(3) and engage in diffusing technology into local communities and training communities that have no access to or have limited access to the Internet and other technologies.

2. Eligible Services: Services for which discounts may be received under this rule include the following services, if offered by the Company at the time service is requested: intrastate measured business service; switched 56; Integrated Services Digital Network ("ISDN"); T-1; DS-3 and higher services, up to and including OC-192; and the functional equivalents of such services. Services provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person.

3. Discount: Services provided under this rule will be discounted by an amount of up to 50% of the standard rates charged to other businesses for the services. The amount of the discount available under this rule is determined after application of the actual or assumed E-rate discount in accordance with the Commission's rules governing the CTF discount program.

Local Exchange Carrier Tariff

TAXES AND SURCHARGES

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell Telephone Company tariffs.

Local Exchange Carrier Tariff

EXCHANGE SERVICES

A-1 Basic Residential Service

1. Applicability

These rates apply to unbundled single-line local service furnished to residential Customers.

2. Availability

Basic Residential Service currently is available only where the Company has suitable serving equipment and facilities in place.

3. Service Establishment Charge – Assessed on a per line basis: \$40.00

4. Recurring Service Charge (per month, per line)

a. Flat Rate¹: \$19.95

b. Measured Rate² (usage over allowance not included): \$12.37

4. Measured Rate Usage (per minute)³:
\$0.02

Notes: ¹ Includes unlimited calling between all points within Local Calling Area and Extended Area.

² All calling within Local Calling Area and Extended Area are subject to Measured Rate Usage charges. Recurring Service Charge includes Measured Rate Usage Charge allowance of \$6.75 per line, per month. There is no carryover of unused allowance from one month to the next.

³ Usage is charged on a per-call basis in one minute increments, with any less than full-minute portion being rounded up to the next full minute.

Local Exchange Carrier Tariff

EXCHANGE SERVICES (Cont'd)

B-1 Lifeline Service

1. Applicability

These rates are applicable to California Lifeline Telephone Service ("CLTS") provided to eligible residential subscribers.

2. Availability

CLTS is available only where the Company has suitable serving equipment and facilities in place.

3. Rates

- | | | |
|----|---|---------|
| a. | Initial Service Connection
(per line, per order): ¹ | \$10.00 |
| b. | Service Conversion ² | |
| c. | Flat Rate Service Charge ³
(per line, per month): | \$6.84 |
| d. | Measured Rate Service Charge ⁴
(per line, per month): | \$3.66 |

¹ Charge applies to all qualifying households residing at the same address, and any time a qualifying household establishes CLTS, re-establishes CLTS at the same residence to which CLTS was previously provided, establishes CLTS at a new residence, or switches CLTS from one utility to another. Charge may be paid in three equal monthly installments, without an interest charge. Late payment of any installment shall be subject to late payment charges in accordance with this tariff.

² Charge applicable each time a CLTS Subscriber requests a change in the class, type, or grade of service, including requests to change from Foreign Exchange Service. There is no limit on the number of times a CLTS Subscriber may effect a change in the class, type, or grade of service at this rate.

³ Includes unlimited calling between points in the Local Calling Area and Extended Area.

⁴ All calling within Local Calling Area and Extended Area are subject to Measured Rate Usage charges. Recurring Service Charge includes Measured Rate Usage Charge allowance of 60 untimed calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

Local Exchange Carrier Tariff

EXCHANGE SERVICES (Cont'd)

B-1 Lifeline Service (Cont'd)

3. Rates (Cont'd)

e. Measured Rate Service Usage Rate (assessed per call on calls over 60 call monthly allowance): \$0.08

f. Calls to points outside of the Local Calling Area and Extended Area are subject to standard long distance rates.

g. CLTS Subscribers will not be charged for toll-limitation service.

h. CLTS Subscribers will not be assessed federal EUCL charges, CLTS surcharge, California High Cost Fund ("CHCF")-A surcharge, CHCF-B surcharge, California Relay Service/Communications Device Fund ("CRS/CDF") surcharge, or California Teleconnect Fund ("CTF") surcharge.

4. Special Terms and Conditions

a. CLTS is provided only to the Subscriber's principal residence. The Subscriber's principal residence comprises the entire portion of the Subscriber's house, flat, apartment, or other dwelling place that is occupied by the Subscriber's family that functions, or individuals who along with the Subscriber function, as a single domestic enterprise. A room or portion of such a dwelling place that is occupied exclusively by an individual who is not part of the domestic enterprise residing in the remainder of the dwelling place may be considered a separate residence for purposes of establishing that individual's eligibility for CLTS.

b. The principal residence of a Subscriber to CLTS must not be served by more than one CLTS line except as otherwise provided herein. A household shall be eligible to receive two CLTS lines if: (a) the household meets all CLTS eligibility criteria; (b) the household has a disabled member who has immediate and continuous access to a TTY within the household; and (c) the TTY is issued by the DDTP or the disabled member submits to the CertA a medical certificate indicating the member's need for a TTY. All CLTS rules and regulations that apply to the one CLTS line shall apply equally to the second CLTS line provided to a household.

Local Exchange Carrier Tariff

EXCHANGE SERVICES (Cont'd)

B-1 Lifeline Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

c. CLTS is available only to Subscribers who meet either the income-based criterion or the program-based criterion for CLTS service, as established by the Commission. No person who is claimed as a dependent on another person's income tax return is eligible for ULTS

(1) To meet the income-based criterion, the total household income for the fiscal year in which CLTS service is provided, including the income of all family members and other individuals who are functioning along with the Subscriber as a single domestic enterprise, must not exceed the income limits established by the Commission. Such limits are published in the currently effective and filed tariff of Pacific Bell Telephone Company ("Pacific Bell"). The Company hereby concurs in the specification of such limits set forth in Pacific Bell's tariff and in accordance with the liability limitations of such tariff. Total household income includes all revenues, from all household members, from whatever source derived, whether taxable or non-taxable, including, but not limited to: wages, salaries, interest, dividends, spousal support and child support, grants, gifts, allowances, stipends, public assistance payments, social security and pensions, rental income, income from self-employment and cash payments from other sources, and all employment-related, non-cash income. For households with self-employed members, the "income from self-employment" shown on IRS Form 1040, Schedule C, line 29, shall be used in the determination of whether the household is eligible to participate in the CLTS program. Borrowed money will not be considered as income when determining eligibility for participation in the CLTS program. Funds transferred from one account to another, such as from a savings account to a checking account, shall not be considered as income when determining eligibility for the ULTS program, even if such funds are used for living expenses. The Subscriber must provide to the CertA income documentation substantiating the Subscriber's household income. Acceptable documentation includes: prior year's state, federal, or tribal tax return; current income statement from an employer or paycheck stub for three consecutive months worth of the same type of statements within the calendar year.; statement of benefits from Social Security, Veterans Administration; statement of benefits from retirement/pension; Unemployment/Workmen's Compensation; a divorce decree; child support document; and other official documents.

Local Exchange Carrier Tariff

EXCHANGE SERVICES (Cont'd)

B-1 Lifeline Service (Cont'd)

4. Special Terms and Conditions (Cont'd)

c. (cont'd)

(2) To meet the program-based criterion, the subscriber or a member of the Subscriber's household must be a participant in a means-tested program approved by the Commission. Approved means-test programs include: Medicaid or Medi-Cal; Food Stamps; Supplemental Social Security Income; Federal Public Housing Assistance (Section 8); Low Income Home Energy Assistance Program (LIHEAP); Temporary Assistance for Needy Families (TANF); National School Lunch's free lunch program (NSL); Tribal TANF; Bureau of Indian Affairs General Assistance; Tribal NSL; Tribal Head Start; Healthy Families Category A; Women, Infants and Children (WIC).

d. Each Subscriber enrolling in the CLTS program is subject to a certification process administered by CertA, except that a Subscriber who previously has been certified while participating in the program and has maintained eligibility for the program in all respects will not be required to go through the certification process in order to change carriers or to establish service at a new principal residence. Upon verbally certifying to the Company that the Subscriber meets the eligibility requirements for CLTS, the Subscriber will be furnished service under the program, subject to compliance with all applicable certification and annual verification requirements. In the event the Company is notified by the CertA that the Subscriber has failed to meet or comply with the certification requirements, the Subscriber will be removed from the CLTS program and converted to regular service. Such Subscriber will be billed by the Company for all CLTS discounts received, including all previously waived or discounted charges, service initiation charges, end user common line charges, taxes, and surcharges associated with CLTS discounts. In addition, the Subscriber will be subject to the Company's credit establishment rules and may be required to pay a deposit for service in accordance with this tariff.

e. Each Subscriber to CLTS must annually verify his or her eligibility for CLTS under either the income-based criterion or the program-based criterion in accordance with the processes administered by the CertA. In the event the Company is notified by the CertA that the Subscriber has failed to meet or comply with the verification requirements, the Subscriber will be removed from the CLTS program and converted to regular service, effective as of the removal date specified by the CertA. Subscribers who wish to re-establish CLTS service after removal from the program will be treated as new Subscribers, subject to the certification process and payment of a conversion charge. The CLTS discounts will not be applied retroactively to the date of removal.

Local Exchange Carrier Tariff

EXCHANGE SERVICES (Cont'd)

B-1 Lifeline Service (Cont'd)

4 Special Terms and Conditions (Cont'd)

f. No deposit or other form of security will be required of an Applicant for CLTS unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier. Any Applicant who was previously a Subscriber of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A Subscriber whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a reconnection charge, and to pay a deposit before service is restored.

g. Each Subscriber to CLTS must notify the Company when he or she no longer qualifies for CLTS or a second CLTS line, or if the service no longer meets the household's needs. Upon receipt of such notification, the Company will change the service to the regular tariffed rates for the service furnished. No conversion charge will be applicable for this change in service.

h. The Commission or the Commission's agent may audit and verify a Subscriber's eligibility to participate in the CLTS program. Upon receipt of notification from the Commission or the Commission's agent that the Subscriber is not eligible for service under the CLTS program, the Company will change the service to the regular tariffed rates for the service furnished. No conversion charge will be applicable for this change in service; but, the Company may require a deposit, if applicable. The Commission or the Commission's agent may bill the Subscriber for any CLTS discounts the Subscriber should not have received during the period covered by the audit, plus interest at the 3-month rate for commercial paper.

i. Notwithstanding any restrictions set forth in this tariff relating to disclosure of non-published customer information, the Company shall provide CLTS Subscriber information to the CertA, as required by, and in accordance with, Commission requirements.

Local Exchange Carrier Tariff

MISCELLANEOUS SERVICES

A-1 Directory Listings; Distribution of Directories

The Company does not publish a directory or provide other similar listings of its Subscribers. However, the Company will arrange for Subscribers, other than Subscribers requesting nonpublished service, to be listed in the directories and directory assistance records of other local exchange carriers, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in the directory listing schedules of such other carriers on file with the Commission that are current and effective as of the effective date of this tariff sheet. Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. The Company will distribute or provide for the distribution to each Subscriber, at no charge, one copy of the local exchange carrier white and yellow pages directory in which the Company has arranged publication of the Subscriber's listing.

A-2 Non-Published Service

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to Rule 18 of this tariff.

Local Exchange Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-3 Directory Assistance

Users of the Company's Basic Residential Service may obtain assistance in determining telephone numbers within the same LATA by calling the Directory Assistance operator.

Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from the Directory Assistance service.

- | | <u>Charge</u> |
|---|---------------|
| 1. Directory Assistance (per call): | \$1.79 |
| 2. A credit will be given for calls to Directory Assistance when: | |
| a. the Customer experiences poor transmission or is cut-off during call. | |
| b. the Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance NPA. | |
| c. to receive a credit, the Customer must notify the Company of the problem experienced. | |

Local Exchange Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-4 900/976 Blocking

1. Applicability

Applicable to all Subscribers of the Company's Basic Residential Service

2. Description

The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

Local Exchange Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-4 900/976 Blocking (Cont'd)

4. Rates

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
<u>Call Blocking</u>		
(per line)	\$4.75	no charge
<u>Remove Call Blocking</u>		
(per line):	\$4.75	no charge

Local Exchange Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-5. Equal Access

A. Carrier Selection Process for Equal Access

1. The Carrier Selection Process is an agreement whereby:

(1) A subscriber may select an authorized carrier to place intrastate, interLATA MTS/MTS-type calls without the 10XXXX access code. This carrier is referred to as the subscriber's interLATA primary interexchange carrier (PIC).

(2) A subscriber may select an authorized carrier to place intrastate, intraLATA MTS/MTS-type calls without the 10XXXX access code. This carrier is referred to as the subscriber's intraLATA primary interexchange carrier (IPIC).

2. On the effective date(s) of intraLATA equal access, subscribers who have not designated a different IPIC will continue with the Company's intraLATA toll service.

3. In end offices where equal access is available, new subscribers must presubscribe to the PIC and/or IPIC of their choice at the time an order is placed for service. If a PIC and/or IPIC is not chosen at the time the order for service is submitted, the subscriber may access the interexchange carrier of the subscriber's choice by dialing the appropriate 10XXXX carrier identification code.

4. The full nonrecurring IPIC charge is applicable when an intraLATA IPIC change is ordered separately from the interLATA PIC change and/or when a subscriber presubscribes to different carriers, at the same time, for interLATA and intraLATA service. If a subscriber changes both PIC and IPIC at the same time, to the same IC, CLC, or LEC, the Company will bill the subscriber the full nonrecurring PIC change charge and one-half of the respective IPIC change charge.

Local Exchange Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-5. Equal Access (Cont'd)

A. Carrier Selection Process for Equal Access (Cont'd)

5. The Company will make post conversion changes in the subscriber's PIC or IPIC assignment pursuant to carrier provided list of customers. Should a subscriber dispute authorization of the change within 90 days of the PIC or IPIC assignment, and if the carrier cannot produce a letter of agency of confirmation from the subscriber, the Company will place the subscriber on the previous carrier's network where possible and the carrier will be billed one Unauthorized PIC or IPIC charge, for the change to the disputed carrier and one PIC or IPIC change charge, for placing the subscriber on the carrier network of his/her choice.

If the carrier produces the letter of agency or confirmation of choice within 30 days of the Company's request, the subscriber will be billed two PIC or IPIC charges in lieu of charges to the carrier. Charges are only applicable if a change in a subscriber's or agent's carrier selection has been implemented in the switch.

6. Rates -

	Nonrecurring Charge
(1) Charge for authorized PIC or IPIC change (per line):	\$5.00
PIC/IPIC Change (change made at the same time to the same IC, CLC or LEC for both interLATA and intraLATA) (per line):	\$7.50
(2) Charge for unauthorized PIC or IPIC change (per line):	\$50.00

Local Exchange Carrier Tariff

MISCELLANEOUS SERVICES (Cont'd)

A-6. Service Changes, Discontinuation, Suspension, Restoral

Nonrecurring charges apply to process orders for certain changes in Basic Residential Service as specified below:

	<u>Charge</u>
1. Temporary suspension of service at Customer request (per line):	\$35.00
2. Restoral charge following temporary suspension by Company (per line):	\$25.00
3. Change in telephone number at Customer request (per line):	\$25.00
4. Change or addition of listing (per listing):	\$10.00
5. Change in Caller ID blocking option:	\$ 5.00 ¹

¹ Blocking option may be changed at no charge one time after initial establishment of service.

Local Exchange Carrier Tariff

FORMS

Deposit Receipt

SAMPLE

DEPOSIT RECEIPT

{Date}
{Customer Name}
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Please be advised that the Company is in receipt of your deposit in the amount of \$ {deposit amount}.

This deposit, less the amount of any unpaid bills for services furnished by the Company, will be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after twelve (12) months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

Sincerely,

Channel Islands Telephone Company

Local Exchange Carrier Tariff

FORMS (Cont'd)

Denial of Service

SAMPLE

DENIAL OF SERVICE FOR FAILURE TO ESTABLISH CREDIT

{Date}
{Customer Name}
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Thank you for your recent application for local telephone service. Based on the credit information that you supplied in your application, we regret to inform you that you fail to meet the Company's credit standards for the establishment of service.

You may still establish local telephone service by paying a deposit. Please call our customer service department at (619) 364-6933 obtain information on the amount of the deposit that will be required.

If you have any questions regarding our application and credit approval process, please feel free to call our customer service department at the above number.

Sincerely,

Channel Islands Telephone Company

Local Exchange Carrier Tariff

FORMS (Cont'd)

Notice of Discontinuance

SAMPLE

DISCONTINUANCE OF SERVICE FOR NON-PAYMENT

{Date}
{Customer Name}
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Our records indicate that your account is past due. In order to avoid any interruption in your telephone service, payment in the amount of \$ {amount} must be received by us no later than {date}. If payment in full is not received on or before that date, your service will be disconnected. In order to reconnect your service, you will be required to pay a deposit equal to two (2) month's usage, plus reconnection charges. Basic local service will not be disconnected for nonpayment of charges for nonbasic services.

If you believe that the amount now overdue was billed in error, the Company will investigate the disputed amount upon written request. If, after the Company completes its investigation and review, there is still disagreement over the amount due, you may appeal the dispute as follows:

1. In lieu of paying the disputed bill, you may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 the amount claimed by the Company to be due.
2. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. Upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
4. Service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review.
5. Your failure to make such a deposit within 7 days after the date of this letter will warrant discontinuance of service without further notice.

Local Exchange Carrier Tariff

FORMS (Cont'd)

Notice of Discontinuance (Cont'd)

6. If before completion of the PUC's review, additional bills become due that you wish to dispute, you must also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due. Your failure to do so will warrant discontinuance of service.

If you have any questions regarding the amount due or wish to make arrangements for payment, please call our customer service department at (619) 364-6933.

Sincerely,

Channel Islands Telephone Company

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